

BK: 2023 PG: 1786  
Recorded: 8/2/2023 at 10:36:53.0 AM  
Pages 4  
County Recording Fee: \$27.00  
Iowa E-Filing Fee: \$3.00  
Combined Fee: \$30.00  
Revenue Tax:  
BRANDY L. MACUMBER, RECORDER  
Madison County, Iowa

Return To: Samuel H. Braland, P.O. Box 370, Earlham, Iowa 50072  
Prepared By: Samuel H. Braland, P. O. Box 370, Earlham, Iowa 50072 (515) 758-2267

### ACCESS EASEMENT

THIS ACCESS EASEMENT AGREEMENT is made and entered into by and between, Peter W. Kasap and Debra B. Kasap, husband and wife, herein referred to as "Grantor"; and Annette Y. Howell and Jeffrey K. Howell, wife and husband, herein referred to as "Grantee":

#### WITNESSETH:

Grantor is the owner of the following described real estate, to-wit:

Parcel "D" in the Southeast Quarter (SE $\frac{1}{4}$ ) of Section 18, Township 77 North, Range 28 West of the 5<sup>th</sup> P.M., Madison County, Iowa, as described on Corrected Plat of Survey recorded on July 19, 2023, in Book 2023, Page 1675, in the Office of the Recorder of Madison County, Iowa.

Grantee is the owner of the following described real estate, to-wit:

A tract of land in the Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$  SE $\frac{1}{4}$ ) of Section 18, Township 77 North, Range 28 West of the 5<sup>th</sup> P.M., Madison County, Iowa, containing 28.34 acres, more or less.

Grantor and Grantee are adjoining property owners. Grantee's real estate shares a common boundary line with Grantor's real estate on the North side thereof. Grantee desires an easement over and across a portion of Grantor's real estate for ingress and egress purposes to Grantee's above described real estate. Grantor desires to grant Grantee an easement for such purposes.

NOW, THEREFORE, in consideration of the sum of \$1.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, and the mutual covenants contained herein, Grantor by these presents does hereby grant and convey to Grantee an access easement over and across the following described portion of Grantor's real estate, herein referred to as the "easement area" for the purposes stated herein, and on the terms and conditions hereinafter set forth, to-wit:

Commencing at the E $\frac{1}{4}$  corner of Section 18, T77N, R28W of the 5<sup>th</sup> P.M., Madison County, Iowa; thence S0°16'04"W 1155.47 feet along the East line of the Southeast Quarter of said Section 18 to the point of beginning; thence continuing S0°16'04"W 40.00 feet; thence N89°43'56"W 398.00 feet; thence S0°16'04"W 123.72 feet; thence N89°38'41"W 40.00 feet; thence N0°16'04"E 163.66 feet; thence S89°43'56"E 438.00 feet to the point of beginning, containing 0.52 acres and subject to any and all easements of record.

1. The easement shall be used by Grantee, their successors in interest, and assigns, for ingress, egress, and general access purposes to and from Grantee's adjoining real estate in the NE $\frac{1}{4}$  SE $\frac{1}{4}$  of said Section 18.

2. Both Grantor and Grantee and their successors in interest shall have the privilege to maintain the easement area for the uses stated herein; however, this paragraph shall not be construed to create an obligation, or place any obligation on the Grantor or Grantee to repair, maintain, or improve the easement area for said purposes either now or in the future.

3. Use of the easement shall be nonexclusive, and shall inure to the benefit and use of both Grantor and Grantee and their respective invitees, successors in interest and assigns, subject to the terms and conditions of use stated herein.

4. No person shall erect or permit the erection of any obstacle within the easement area that would interfere with the use of the easement area and the buildings located therein, nor shall any person conduct any activity which might interfere with the use of the easement area or the buildings located therein.

5. This agreement shall be deemed to be a covenant running with the title to Grantor's real estate and Grantee's real estate, and shall bind and benefit the parties' successors in interest; provided, however, this agreement may be amended or released at any time by the parties or their successors in interest by appropriate mutual agreement that is duly executed, acknowledged, and recorded in the Office of the Recorder of Madison County, Iowa.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date set forth below their respective signatures.

GRANTEE

GRANTOR

Annette Y. Howell

Peter W. Kasap

Annette Y. Howell  
Dated August 1<sup>st</sup>, 2023

Peter W. Kasap  
Dated August 1, 2023

Jeffrey K. Howell

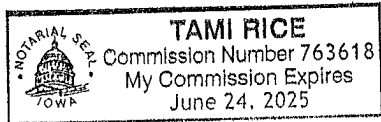
Debra B. Kasap

Jeffrey K. Howell  
Dated August 1, 2023

Debra B. Kasap  
Dated August 1, 2023

STATE OF IOWA            )  
                                          ) SS  
MADISON COUNTY        )

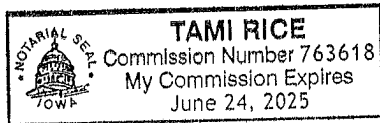
This record was acknowledged before me on August 1<sup>st</sup>, 2023, by Annette Y. Howell.



Tami Rice  
Notary Public in and for the State of Iowa.

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MADISON COUNTY        )

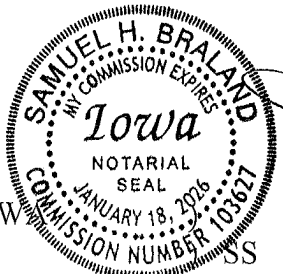
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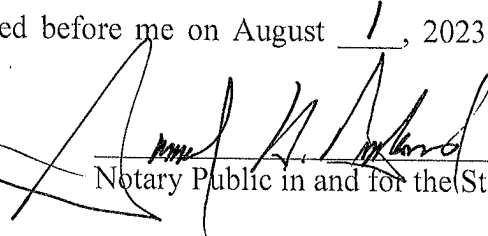


Tami Rice  
Notary Public in and for the State of Iowa.

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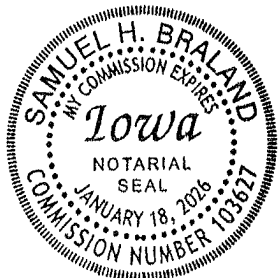
This record was acknowledged before me on August 1, 2023, by Peter W. Kasap.

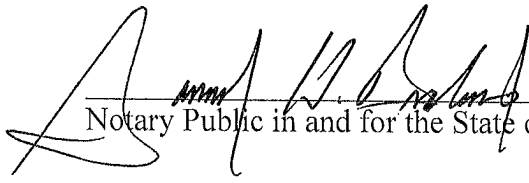


  
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Notary Public in and for the State of Iowa.

STATE OF IOWA )  
 ) SS  
MADISON COUNTY )

This record was acknowledged before me on August 1, 2023, by Debra B. Kasap.



  
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Notary Public in and for the State of Iowa.